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**IN THE
COURT OF APPEALS OF INDIANA**

[illegible]

No. 35A02-0804-CR-350

STATE OF INDIANA,
Appellee-Plaintiff.

APPEAL FROM THE HUNTINGTON CIRCUIT COURT
The Honorable Thomas M. Hakes, Judge
Cause No. 35C01-0711-FB-78

September 26, 2008

BRADFORD, Judge

Following a guilty plea, Appellant-Defendant Bruce L. Morgan was convicted of eight counts of Class B felony Burglary¹ (Counts 1-8) and one count of Class C felony Burglary (Count 9). The trial court sentenced Morgan to an aggregate term of fifty years. On appeal, Morgan challenges the appropriateness of his sentence. Concluding that Morgan waived his right to challenge his sentence as part of his plea agreement, we affirm.

FACTS AND PROCEDURAL HISTORY

During the months of September and October 2007, Morgan and his friend, Andrew Barrus, engaged in a series of residential burglaries in Huntington County. Morgan and Barrus also burglarized a garden store in the City of Huntington. The State subsequently charged Morgan with eight counts of Class B felony burglary and one count of Class C felony burglary.

On February 4, 2008, Morgan entered into a plea agreement whereby he agreed to plead guilty to all nine counts, in exchange for sentencing limitations. The plea agreement capped the executed portion of each of the counts at twelve and one-half years, and provided that the Counts 1 through 4 could be served either consecutively or concurrently, but that Counts 4 through 9 must be served concurrently. The plea agreement explicitly stated the following: “I understand that I have a right to appeal my sentence. I hereby waive my right to appeal my sentence.” Appellant’s App. p. 33. During the guilty plea hearing, the trial court specifically called Morgan’s attention to the provision in the plea agreement providing that even though Morgan had a right to appeal his sentence, he had waived that right.

¹ Ind. Code § 35-43-2-1 (2007).

Morgan acknowledged that he was aware of the provision.

On March 3, 2008, the trial court imposed an executed sentence of twelve and one-half years for each of Morgan's Class B felony burglary convictions and an executed sentence of seven years for Morgan's Class C felony burglary conviction. The trial court ordered that Counts 1 through 4 be served consecutively, and that Counts 4 through 9 be served concurrently. This appeal follows.

DISCUSSION AND DECISION

Recently, in *Creech v. State*, 887 N.E.2d 73, 75 (Ind. 2008), the Indiana Supreme Court held that "a defendant may waive the right to appellate review of his sentence as part of a written plea agreement." A plea agreement is contractual in nature, binding the defendant, the State, and the trial court. *Perez v. State*, 866 N.E.2d 817, 819-20 (Ind. Ct. App. 2007), *trans. denied*. The State and the defendant are the contracting parties. *Id.* at 820. It is within the trial court's discretion to accept or reject a plea agreement and the sentencing provisions therein. *Id.* However, if the trial court accepts such an agreement, it is strictly bound by its terms. *Id.*

Here, Morgan explicitly waived his right to appellate review of his sentence in Paragraph 17 of his plea agreement. Furthermore, Morgan indicated to the trial court that he understood that he had the right to appeal his sentence, but that he was waiving that right pursuant to his plea agreement. The trial court accepted Morgan's plea agreement, and Morgan was sentenced according to its terms. Therefore, we conclude that Morgan's waiver of his right to direct appeal of his sentence was valid. *See Creech*, 887 N.E.2d at 75.

The judgment of the trial court is affirmed.

RILEY, J., and BAILEY, J., concur.